



SACHI A. HAMAI  
Interim Chief Executive Officer

County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

April 14, 2015


The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

19 April 14, 2015

  
PATRICK O'QUINN  
ACTING EXECUTIVE OFFICER

**CONVEYANCE OF SURPLUS PROPERTY  
FROM THE COUNTY OF LOS ANGELES TO MR. TODD CUMMINGS  
ASSESSOR'S PARCEL NUMBER: 4442-014-904 (PORTION)  
UNINCORPORATED TOPANGA CANYON  
(THIRD DISTRICT)  
(3 VOTES)**

**SUBJECT**

The County proposes to sell and convey about 3,500 square feet of surplus County property in Topanga Canyon to adjacent property owner Todd Cummings.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the County-owned real property, as shown on the map and legally described in the quitclaim deed, is no longer necessary for County or other public purposes and that the property's estimated sales price does not exceed \$100,000.
2. Find that the proposed conveyance of surplus property is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15312 of the State CEQA Guidelines (Surplus Government Property Sales).
3. Approve the sale of the County's right, title, and interest in the property located in the vicinity of Callon Drive and Penny Road in unincorporated Topanga Canyon, identified as a portion of Assessor's Parcel Number: 4442-014-904 from the County to adjoining homeowner Mr. Todd Cummings and instruct the Mayor to execute the quitclaim deed and sale and purchase agreement.

4. Authorize the Interim Chief Executive Officer to complete and execute any necessary documents to complete the transaction.
5. Instruct the Auditor-Controller to deposit the proceeds into the Asset Development Implementation Fund.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to approve the direct sale of and convey title to unimproved surplus County-owned real property in the Topanga Canyon area to Mr. Todd Cummings.

The County owned some 165 acres of surplus property scattered in the Topanga Canyon and Malibu area. Of this acreage, about 110 acres have been sold to the Mountains Recreation and Conservation Authority in accordance with the Public Resources Code. The remaining parcels, including the parcel that is the subject of this recommendation, will be sold to private parties on a direct basis in accordance with State law.

The portion of the County parcel proposed to be sold to Mr. Todd Cummings totals approximately 3,500 square feet, and was acquired by the County in the 1950's and 1960's as a result of property tax defaults. The subject parcel has never been contemplated for use or development by the County. In this instance, the prospective buyer, who owns the adjoining real property, will be acquiring the real property subject to a restriction precluding development of habitable structures on the portion of the parcel being acquired. The quitclaim deed will also contain a requirement that the purchased County property be held as one lot with the buyer's respective adjoining property.

The sale of the subject property will return the property to the tax rolls, eliminate County exposure to liability related to ownership of the property, eliminate ongoing maintenance costs, and provide the County with funds that can be better allocated for the rehabilitation, purchase, or construction of other County facilities.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) directs that we maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services. In this case, the conveyance of surplus County property that is costly to maintain will provide efficient public services while generating capital funds which could be used in capital projects and/or other investments in public infrastructure.

#### **FISCAL IMPACT/FINANCING**

Based upon sales of similar properties in the Topanga area, the Chief Executive Office (CEO), Real Estate Division staff appraiser has determined that the sale amount for the unimproved parcel represents the current fair market value, and that the value has been appropriately discounted to reflect the limitations on development that will be imposed by the County through the use of deed restrictions.

The sales price for the parcel to be conveyed to Mr. Todd Cummings totals \$5,250, averaging approximately \$1.50 per square foot, which represents the current fair market value of the parcel as determined by the CEO staff appraiser based on similar surplus County property sales in the Topanga Canyon area. The proceeds from this sale will be deposited into the County's Asset Development Implementation Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The sale of this property directly to a private party is authorized by Section 25526.7 of the California Government Code, which authorizes the direct sale of surplus real property having an estimated sales price not exceeding \$100,000.

In accordance with the Board's policy, the deed reserves the mineral rights for the property to the County. Additionally, deed restrictions will be placed upon the property prohibiting, among other activities, the development of habitable structures and allowing the County the opportunity to develop fire breaks on the property in the future. Additionally, as a condition of the sale, the homeowner will be required to combine the County lots being acquired with his existing lots.

As required by Government Code Section 65402, the proposed sale was submitted to the Department of Regional Planning, which has jurisdiction for determining conformance with the adopted general plan. No objection to this sale was received.

Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222. Of the responses received, none notified the County of any intent to purchase or lease the property.

Notification of the proposed conveyance of surplus County property has been published in compliance with Governmental Code Section 6061.

The sale and purchase agreement and quitclaim deed has been reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The conveyance of surplus property is categorically exempt from CEQA pursuant to Section 15312 of the State CEQA Guidelines (Surplus Government Property Sales). The categorical exemption (Class 12) is also provided pursuant to the revised Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors on November 17, 1987.

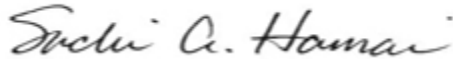
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The conveyance of the surplus County property will not impact any current services in the area.

**CONCLUSION**

It is requested that the Executive Office, Board of Supervisors return three originals of the executed sale and purchase agreement, quitclaim deed, two certified copies of the Minute Order, and the adopted, stamped Board letter to the Chief Executive Office, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles for further processing.

Respectfully submitted,

A handwritten signature in cursive script, reading "Sachin A. Hamai".

SACHI A. HAMAI

Interim Chief Executive Officer

SAH:TT:CMM

KW:RH:kb

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller

## SALE AND PURCHASE AGREEMENT

**THIS SALE AND PURCHASE AGREEMENT** ("Agreement") is made and entered into as of the 14th day of April, 2015 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Todd Cummings ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property located adjacent at 20360 Callon Drive, Topanga, County of Los Angeles, State of California and legally described in **Exhibit A**, attached hereto and incorporated herein by reference ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Five Thousand Two Hundred Fifty and NO/100 Dollars (\$5,250.00), payable by Buyer to Seller as follows:

A. Five Hundred Twenty Five and NO/100 Dollars (\$525.00), receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Four Thousand Seven Hundred Twenty Five and NO/100 Dollars (\$4,725.00) to be paid in full thirty (30) days prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately, upon Seller's request, remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A. All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;
- B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions:

- i. At no time and under no circumstances shall Habitable Structures, as that term is defined hereinafter, be constructed on the Property;
- ii. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction, as that term is defined hereinafter;
- iii. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
- iv. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
- v. Except as provided in subsection 4(C)(ix)(b) of the defined terms (Defined Terms) below, fences higher than six (6) feet shall not be installed on any part of the Property;
- vi. The Property, along with the adjacent property currently owned by Buyer and described in **Exhibit B** attached hereto and incorporated herein by reference ("Buyer's Property"), will be held as one parcel by the Buyer and no portion of the Property or the Buyer's Property will be sold, conveyed, assigned, granted, or bequeathed separately. In satisfaction of this, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as **Exhibit C** and incorporated herein by reference.

Except for this subsection 4. C. vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;

- vii. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii. If Seller determines that Buyer has failed to comply with the

foregoing restrictions ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the Seller, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

ix. The Defined Terms are as follows:

- a. "Habitable Structures" is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.
- b. "Fire Break Construction" is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property

D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.

E. Closing Date. Seller shall convey the Property on a date occurring approximately thirty (30) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property and Seller is in receipt of Buyer's payments in full for the Property and executed associated documents necessary to complete the conveyance. In the event Buyer fails to provide Seller with all payments and associated documents to effectuate the Closing

within 180 days of the date Seller executes this Agreement and Deed, Seller, at its option, may elect to terminate this Agreement and thereafter Seller shall have no further obligations to Buyer pursuant to this Agreement.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property. Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement, and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Todd Cummings, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder ("Recorder").

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.

- D. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles  
Chief Executive Office  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012  
Attention: Chris Montana,  
Director of Real Estate Division

Buyer: Todd Cummings  
20360 Callon Drive  
Topanga, CA 90290

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, or in the event of termination of this Agreement due to Buyer's violation of Section 16 hereof, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials \_\_\_\_\_

Buyer's Initials TC

16. Conveyance of Buyer's Property. If, at any time during the period between the execution of this Agreement by Buyer and the conveyance of the Property to Buyer, the Buyer's Property or any part thereof is granted, conveyed, transferred, or quitclaimed to any third party, or vested by any means in any name(s) other than Buyer, Seller, at its option, may elect to terminate this Agreement, and thereafter, Seller shall have no further obligations to Buyer pursuant to this Agreement. Seller, at its option, shall have all remedies in law and equity and shall be entitled to enforce any part of this Agreement and to obtain the benefit of the bargain, together with all remedies contained herein and in accordance with Section 15 hereof.

17. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

18. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

19. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

20. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

21. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

22. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

23. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

24. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

25. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

26. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. The individual executing this Agreement has the legal power, right and actual authority to bind the Buyer to the terms and conditions of this Agreement and the instruments referenced herein.

27. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

28. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

29. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

**BUYER**

TODD CUMMINGS

By: Todd Cummings  
Todd Cummings

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

**SELLER**

COUNTY OF LOS ANGELES

By: Mike Antonovich  
Chairman, Board of Supervisors

78363

**ATTEST:**

Patrick Ogawa, Acting Executive Officer  
Board of Supervisors

By: Patrick Ogawa  
Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made

PATRICK OGAWA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By: Patrick Ogawa  
Deputy

**APPROVED AS TO FORM:**  
MARK J. SALADINO  
County Counsel

Mark J. Saladino  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

19 APR 14 2015

Patrick Ogawa  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

EXHIBIT A  
LEGAL DESCRIPTION  
PROPERTY TO BE ACQUIRED

APN: 4442-014-904 (PORTION)

Parcels 71 through 77 as shown on Licensed Surveyor's Map filed in Book 20 page 43 of Records of Survey in the office of the County Recorder of the County of Los Angeles, except therefrom the southerly 25 feet thereof.

EXHIBIT B  
LEGAL DESCRIPTION  
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4441-014-029

Lots 45, 46, 47, 48, 49, 50, 51, and 52 as shown on Licensed Surveyor's Map filed in Book 20 page 43 of Records of Survey in the office of the County Recorder of the County of Los Angeles.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012  
Attention: Chris Montana

•  
•  
•  
•  
•

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL**

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Parcel A

APN: 4442-014-904 (PORTION)

Parcels 71-77 as shown on Licensed Surveyor's Map filed in Book 20 page 43 of Records of Survey in the office of the County Recorder of the County of Los Angeles, except therefrom the southerly 25 feet thereof.

Parcel B

APN: 4441-014-029

Lots 45, 46, 47, 48, 49, 50, 51, and 52 as shown on Licensed Surveyor's Map filed in Book 20 page 43 of Records of Survey in the office of the County Recorder of the County of Los Angeles.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):

APNs: 4442-014-904 (PORTION) and 4441-014-029 located at and adjacent to 20360 Callon Drive, Topanga, CA 90290.

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and that no portion of Parcel A or Parcel B will be sold, conveyed, assigned, granted, or bequeathed separately.

This Covenant and Agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This Covenant and Agreement shall run with all the above described land and shall be binding upon myself, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

By:   
Todd Cummings

Notary Page for Covenant and Agreement to Hold Property as One Parcel

State of CA }  
County of Santa Cruz }

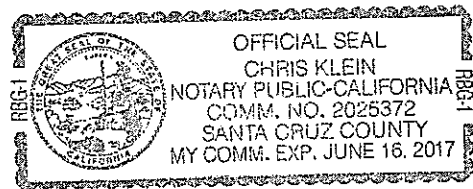
On 11/25/2014 before me, Chris Klein,

a notary public, personally appeared Todd Cummings, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



RECORDING REQUESTED BY:

County of Los Angeles

AND MAIL TO:

Todd Cummings

20630 Callon Drive

Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCELS: 4442-014-904 (PORTION)

## QUITCLAIM DEED

### DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$

CITY OF \$

TOTAL TAX \$

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,  
OR COMPUTED ON FULL VALUE LESS LIENS AND  
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES

Firm Name

The **COUNTY OF LOS ANGELES, a body corporate and politic**, ("Seller" or "County of Los Angeles") for the sum of Five Thousand Two Hundred Fifty and 00/100 Dollars (\$5,250.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

**Todd Cummings**

all of the County's right, title and interest in and to the described real property ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

### SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties, and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated April 14, 2015

COLA LOG NO. \_\_\_\_\_

COUNTY OF LOS ANGELES

By

*Mike Antonovich*  
Michael D. Antonovich  
Mayor, Board of Supervisors



STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF LOS ANGELES            )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this 14<sup>th</sup> day of April, 2015, the facsimile signature of MIKE ANTONOVICH, Mayor, Board of Supervisors, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.




PATRICK OGAWA, Executive Officer  
Board of Supervisors, County of Los Angeles

By 

**APPROVED AS TO FORM:**

MARK J. SALADINO  
County Counsel

By:   
Deputy

**EXHIBIT A**  
**LEGAL DESCRIPTION**

APN: 4442-014-904 (PORTION)

The northerly 25 feet of Parcels 71 through 77 as shown on Licensed Surveyor's Map filed in Book 20 page 43 of Records of Survey in the office of the County Recorder of the County of Los Angeles, except therefrom the southerly 25 feet thereof.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction, as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing, and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer, as identified in the COVENANT AND AGREEMENT TO HOLD AS ONE PARCEL ("Buyer's Property"), which has been recorded concurrently with this document and is incorporated herein by reference, will be merged and held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any portion of the use restrictions contained in this Exhibit B. ;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County of Los Angeles will be allowed. If the Default Condition is not so cured, then all right, title, and interest to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

- (a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; or (2) bathroom facilities including toilets, sinks, tubs, and showers.
- (b) Fire Break Construction is construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.